

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 42	
2. CONTRACT NO. N6134018C0023		3. SOLICITATION NO. N6134018FD010		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (SB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 15 Dec 2017		6. REQUISITION/PURCHASE NO. 1300716260	
7. ISSUED BY NAWCSTSD 253 CODE 2.5.3 12211 SCIENCE DRIVE ORLANDO FL 32826-3224				CODE N61340		8. ADDRESS OFFER TO (If other than Item 7) See Item 7			
TEL: FAX:						TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
SOLICITATION									
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) _____ (Day)									
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (Include area code) (NO COLLECT CALLS)				C. E-MAIL ADDRESS	
11. TABLE OF CONTENTS									
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES				
X	A	SOLICITATION/ CONTRACT FORM		1 - 2	X	I	CONTRACT CLAUSES		29 - 41
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		3 - 14	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT		15	X	J	LIST OF ATTACHMENTS		42
X	D	PACKAGING AND MARKING		16	PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE		17 - 18	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
X	F	DELIVERIES OR PERFORMANCE		19 - 23					
X	G	CONTRACT ADMINISTRATION DATA		24 - 27	L	INSTRS., CONDS. AND NOTICES TO OFFERORS			
X	H	SPECIAL CONTRACT REQUIREMENTS		28	M	EVALUATION FACTORS FOR AWARD			
OFFER (Must be fully completed by offeror)									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16. Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)									
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):									
		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE 09919		FACILITY 09949		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) General Manager, Visual Systems FlightSafety International Inc.			
		FIGHTSAFETY INTERNATIONAL 5635 CAMPUS HWY HAZELWOOD MO 63042-2338							
15B. TELEPHONE NO (Include area code) 512 861 7194				15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE 19 Jul 2018	
AWARD (To be completed by Government)									
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT \$4,330,500.00		21. ACCOUNTING AND APPROPRIATION See Schedule			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)(X) <input type="checkbox"/> 41 U.S.C. 253(c)(X)						23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (# copies unless otherwise specified)			
24. ADMINISTERED BY (If other than Item 7) DCMA CHICAGO 1523 WEST CENTRAL ROAD BUILDING 203 ARLINGTON HEIGHTS IL 60005-2451				CODE S1403A		25. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS COMEST ENTITLEMENT OPERATIONS P.O. BOX 182317 COLUMBUS OH 43218-2317			
26. NAME OF CONTRACTING OFFICER (Type or print) Robert Orozco TEL: 407-380-4173 EMAIL: robert.oorozco@navy.mil						27. UNITED STATES OF AMERICA		28. AWARD DATE 7/19/2018	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.									

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 42 PAGES			
2. CONTRACT NO. N6134018C0023		3. SOLICITATION NO. N6134018R0010		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 15 Dec 2017		6. REQUISITION/PURCHASE NO. 1300718260			
7. ISSUED BY NAWCTSD 253 CODE 253 12211 SCIENCE DRIVE ORLANDO FL 32826-3224				8. ADDRESS OFFER TO See Item 7		9. (If other than Item 7)		CODE			
TEL: FAX:				TEL: FAX:							
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"											
SOLICITATION											
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X	F	DELIVERIES OR PERFORMANCE		19 - 23		L	INSTRS., CONDS., AND NOTICES TO OFFERORS				
X	G	CONTRACT ADMINISTRATION DATA		24 - 27		M	EVALUATION FACTORS FOR AWARD				
X	H	SPECIAL CONTRACT REQUIREMENTS		28							
OFFER (Must be fully completed by offeror)											
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13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	0X949	FACILITY		0X949		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
FLIGHTSAFETY INTERNATIONAL 5695 CAMPUS PKWY HAZELWOOD MO 63042-2338											
15B. TELEPHONE NO (Include area code) 512 861 7194		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE					
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT \$4,330,500.00		21. ACCOUNTING AND APPROPRIATION See Schedule							
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM					
24. ADMINISTERED BY (If other than Item 7) DCMA CHICAGO 1523 WEST CENTRAL ROAD BUILDING 203 ARLINGTON HEIGHTS IL 60005-2451		CODE	S1403A	25. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS COMEST ENTITLEMENT OPERATIONS P.O. BOX 182317 COLUMBUS OH 43218-2317		CODE	HQ0339				
26. NAME OF CONTRACTING OFFICER (Type or print) ROBERT OROZCO TEL: 407-380-4173 EMAIL: robert.orozco@navy.mil				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE 19-Jul-2018					

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0001

1

Each

UH-1Y (2F196B-2) FTD VDB
FFP

Integrate the visual database (VDB) and moving model into Device UH-1Y (2F196B-2) Flight Training Device (FTD) at MCAS Camp Pendleton, CA in accordance with Attachment 1, Statement of Work (SOW); and Attachment 2 Performance Specification.

NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.

FOB: Destination

PURCHASE REQUEST NUMBER: 1300718260

NET AMT

ACRN AA

CIN: 130071826000001

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0002

1

Each

Technical Data for CLIN 0001
FFP

The contractor shall provide Technical Data for CLIN 0001 IAW the SOW and Exhibits: A001, A002, A003, A004, A005, A006, and A007.

FOB: Destination

PURCHASE REQUEST NUMBER: 1300718260

NET AMT

ACRN AA

CIN: 130071826000001

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Each		

UH-1Y (2F226-2) FTD VDB

FFP

Integrate the visual database (VDB) and moving model into Device UH-1Y (2F226-2) Flight Training Device (FTD) at JRB New Orleans Belle Chasse, LA in accordance with Attachment 1, Statement of Work (SOW); and Attachment 2 Performance Specification.

FOB: Destination

PURCHASE REQUEST NUMBER: 1300718260

NET AMT

ACRN AB

CIN: 130071826000002

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Each		

Technical Data for CLIN 0003

FFP

The contractor shall provide Technical Data for CLIN 0003 IAW the SOW and Exhibits A001, A002, A003, A004, A005, A006 and A007.

FOB: Destination

PURCHASE REQUEST NUMBER: 1300718260

NET AMT

ACRN AB

CIN: 130071826000002

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Technical Data FFP The contractor shall provide Technical Data identified in the Contract Data Requirements Lists (CDRLs) IAW the SOW and Exhibits B001 and B002. FOB: Destination PURCHASE REQUEST NUMBER: 1300718260	1	Each		

NET AMT

ACRN AA
CIN: 130071826000001

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	UH-1Y (2F206-1) FFS VDB FFP Integrate the visual database (VDB) and moving model into Device UH-1Y (2F206-1) Full Flight Simulator (FFS) at MCAS Camp Pendleton, CA in accordance with Attachment 1, Statement of Work (SOW); and Attachment 2 Performance Specification. FOB: Destination PURCHASE REQUEST NUMBER: 1300718260	1	Each		

NET AMT

ACRN AA
CIN: 130071826000001

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Technical Data for CLIN 0006 FFP The contractor shall provide Technical Data for CLIN 0006 IAW the SOW and Exhibits A001, A002, A005, A006 and A007. FOB: Destination PURCHASE REQUEST NUMBER: 1300718260	1	Each		

NET AMT

ACRN AA
CIN: 130071826000001

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	AH-1Z (2F197-1) FTD VDB FFP Integrate the visual database (VDB) and moving model into Device AH-1Z(2F197-1) Full Flight Simulator (FFS) at MCAS Camp Pendleton, CA in accordance with Attachment 1, Statement of Work (SOW); and Attachment 2 Performance Specification. FOB: Destination PURCHASE REQUEST NUMBER: 1300718260	1	Each		

NET AMT

ACRN AA
CIN: 130071826000001

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Technical Data for CLIN 0008 FFP The contractor shall provide Technical Data for CLIN 0008 IAW the SOW and Exhibits A001, A005, A006 and A007. FOB: Destination PURCHASE REQUEST NUMBER: 1300718260	1	Each		

NET AMT

ACRN AA
CIN: 130071826000001

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	AH-1Z (2F215-1) FFS VDB FFP Integrate the visual database (VDB) and moving model into Device AH-1Z (2F215-1) Full Flight Simulator (FFS) at MCAS Camp Pendleton, CA in accordance with Attachment 1, Statement of Work (SOW); and Attachment 2 Performance Specification. FOB: Destination PURCHASE REQUEST NUMBER: 1300718260	1	Each		

NET AMT

ACRN AA
CIN: 130071826000001

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Technical Data for CLIN 0010 FFP The contractor shall provide Technical Data for CLIN 0010 IAW the SOW and Exhibits A001, A005, A006 and A007. FOB: Destination PURCHASE REQUEST NUMBER: 1300718260	1	Each		

NET AMT

ACRN AA
CIN: 130071826000001

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	UH-1Y (2F196-1) FTD VDB FFP Integrate the visual database (VDB) and moving model into Device UH-1Y (2F196-1) Flight Training Device (FTD) at MCAS New River, NC in accordance with Attachment 1, Statement of Work (SOW); and Attachment 2 Performance Specification. FOB: Destination PURCHASE REQUEST NUMBER: 1300718260	1	Each		

NET AMT

ACRN AA
CIN: 130071826000001

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Technical Data for CLIN 0012 FFP The contractor shall provide Technical Data for CLIN 0012 IAW the SOW and Exhibits A001, A002, A005, A006 and A007. FOB: Destination PURCHASE REQUEST NUMBER: 1300718260	1	Each		

NET AMT

ACRN AA
CIN: 130071826000001

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	AH-1Z (2F197B-2) FTD VBD FFP Integrate the visual database (VDB) and moving model into Device AH-1Z (2F197B-2) Flight Training Device (FTD) at MCAS New River, NC in accordance with Attachment 1, Statement of Work (SOW); and Attachment 2 Performance Specification. FOB: Destination PURCHASE REQUEST NUMBER: 1300718260	1	Each		

NET AMT

ACRN AA
CIN: 130071826000001

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	Technical Data for CLIN 0014 FFP The contractor shall provide Technical Data for CLIN 0014 IAW the SOW and Exhibits A001, A005, A006 and A007. FOB: Destination PURCHASE REQUEST NUMBER: 1300718260	1	Each		

NET AMT

ACRN AA
CIN: 130071826000001

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	UH-1Y (2F226-1) FTD VDB FFP Integrate the visual database (VDB) and moving model into Device UH-1Y (2F226-1) Flight Training Device (FTD) at MCAS New River, NC in accordance with Attachment 1, Statement of Work (SOW); and Attachment 2 Performance Specification. FOB: Destination PURCHASE REQUEST NUMBER: 1300718260	1	Each		

NET AMT

ACRN AA
CIN: 130071826000001

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	Technical Data for CLIN 0016 FFP The contractor shall provide Technical Data for CLIN 0016 IAW the SOW and Exhibits A001, A005, A006 and A007. FOB: Destination PURCHASE REQUEST NUMBER: 1300718260	1	Each		

NET AMT

ACRN AA
CIN: 130071826000001

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	UH-1Y (2F196B-3) FTD VDB FFP Integrate the visual database (VDB) and moving model into Device UH-1Y (2F196B-3) Flight Training Device (FTD) at MCAS Kaneohe Bay, HI in accordance with Attachment 1, Statement of Work (SOW); and Attachment 2 Performance Specification. FOB: Destination PURCHASE REQUEST NUMBER: 1300718260	1	Each		

NET AMT

ACRN AA
CIN: 130071826000001

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	Technical Data for CLIN 0018 FFP The contractor shall provide Technical Data for CLIN 0018 IAW the SOW and Exhibits A001, A002, A005, A006 and A007. FOB: Destination PURCHASE REQUEST NUMBER: 1300718260	1	Each		

NET AMT

ACRN AA
CIN: 130071826000001

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	AH-1Z (2F227-1) FTD VDB FFP Integrate the visual database (VDB) and moving model into Device AH-1Z (2F227-1) Flight Training Device (FTD) at MCAS Kaneohe Bay, HI in accordance with Attachment 1, Statement of Work (SOW); and Attachment 2 Performance Specification. FOB: Destination PURCHASE REQUEST NUMBER: 1300718260	1	Each		

NET AMT

ACRN AA
CIN: 130071826000001

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021		1	Each		

Technical Data for CLIN 0020

FFP

The contractor shall provide Technical Data for CLIN 0020 IAW the SOW and Exhibits A001, A005, A006 and A007.

FOB: Destination

PURCHASE REQUEST NUMBER: 1300718260

NET AMT

ACRN AA

CIN: 130071826000001

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022		1	Each		

UH-1Y (2F196B-4) FTD VDB

FFP

Integrate the visual database (VDB) and moving model into Device UH-1Y (2F196B-4) Fight Training Device (FTD) at JRB McGuire-Dix-Lakehurst, NJ in accordance with Attachment 1, Statement of Work (SOW); and Attachment 2 Performance Specification.

FOB: Destination

PURCHASE REQUEST NUMBER: 1300718260

NET AMT

ACRN AB

CIN: 130071826000002

PSC Code 6910

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023		1	Each		

Technical Data for CLIN 0022

FFP

The contractor shall provide Technical Data for CLIN 0022 IAW the SOW and Exhibits A001, A002, A005, A006 and A007.

FOB: Destination

PURCHASE REQUEST NUMBER: 1300718260

NET AMT

ACRN AB

CIN: 130071826000002

PSC Code 6910

Section C - Descriptions and Specifications

C.1 CLIN DESCRIPTIONS

CLINS 0001, 0003, 0008, 0012, 0014, 0016, 0018, 0020, 0022: Integrate Visual Database (VBD) into Flight Training Devices (FTD) IAW the SOW and specifications.

CLINS 0006 and 0010: Integrate Visual Database (VBD) into Full Flight Simulator (FFS) IAW the SOW and specifications

CLIN 0022: Database Conversion into Flight Training Device (FTD) UH-1Y(2F196B-4) at JRB McGuire-Dix-Lakehurst, NJ IAW the SOW and specifications..

CLIN 0002, 0004, 0005, 0007, 0009, 0011, 0013, 0015, 0017, 0019, 0021, and 0023: Technical Data CLINS that shall be delivered IAW the Contract Data Requirements List (CDRL) for each applicable CLIN IAW the SOW and Exhibits.

C.2 STATEMENT OF WORK

This Statement of Work (SOW) establishes the contractor tasks for the fabrication, installation, and test of the USMC visual databases and moving models to be installed and integrated into the AH-1Z/ UH-1Y Flight Training Devices (FTDs) and Full Flight Simulators (FFS) in accordance with The United States Marine Corps (USMC) H-1 Flight Training Device Visual Databases and Moving Models Upgrade Statement of Work.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR)(JUN 1998)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR)(SEP 1999)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5220.22M.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government
0021	Destination	Government	Destination	Government
0022	Destination	Government	Destination	Government
0023	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR)(OCT 2005)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by PCO or PCO designated PCO representative.

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

**5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION
(NAVAIR)(FEB 1995)**

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled NAWCTSD 4330/60 Data Item Transmittal/Acceptance/ Rejection Form. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

5252.246-9517 CONSTRUCTIVE ACCEPTANCE PERIOD (NAVAIR) (MAR 1999)

For the purpose of FAR Clause 52.232-25, "Prompt Payment", paragraph (a)(5)(i), Government acceptance shall be deemed to have occurred constructively on the 14 day after the contractor delivered the supplies or performed the services.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	12-AUG-2019	1	MARINE CORPS AIR STATION DAVID DO OFFICER IN CHARGE FLIGHT SIMULATOR, BLDG 2394 BOX 555151 CAMP PENDLETON CA 92055-5151 760-725-4751 FOB: Destination	M01369
0002	31-AUG-2019	1	NAWCTSD STEVE COLN 12211 SCIENCE DRIVE ORLANDO FL 32826-3224 (407) 380-8159 FOB: Destination	N61340
0003	05-MAR-2020	1	NAS JRB NEW ORLEANS DALE ERICKSON BLDG 266 BELLE CHASSE LA 70143 (609) 754-8258 FOB: Destination	N00206
0004	02-APR-2020	1	NAWCTSD STEVE COLN 12211 SCIENCE DRIVE ORLANDO FL 32826-3224 (407) 380-8159 FOB: Destination	N61340
0005	24 mths. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61340
0006	27-AUG-2019	1	MARINE CORPS AIR STATION DAVID DO OFFICER IN CHARGE FLIGHT SIMULATOR, BLDG 2394 BOX 555151 CAMP PENDLETON CA 92055-5151 760-725-4751 FOB: Destination	M01369

0007	16-SEP-2019	1	NAWCTSD STEVE COLN 12211 SCIENCE DRIVE ORLANDO FL 32826-3224 (407) 380-8159 FOB: Destination	N61340
0008	20-SEP-2019	1	MARINE CORPS AIR STATION DAVID DO OFFICER IN CHARGE FLIGHT SIMULATOR, BLDG 2394 BOX 555151 CAMP PENDLETON CA 92055-5151 760-725-4751 FOB: Destination	M01369
0009	18-OCT-2019	1	NAWCTSD STEVE COLN 12211 SCIENCE DRIVE ORLANDO FL 32826-3224 (407) 380-8159 FOB: Destination	N61340
0010	14-OCT-2019	1	MARINE CORPS AIR STATION DAVID DO OFFICER IN CHARGE FLIGHT SIMULATOR, BLDG 2394 BOX 555151 CAMP PENDLETON CA 92055-5151 760-725-4751 FOB: Destination	M01369
0011	11-NOV-2019	1	NAWCTSD STEVE COLN 12211 SCIENCE DRIVE ORLANDO FL 32826-3224 (407) 380-8159 FOB: Destination	N61340
0012	06-JAN-2020	1	MARINE AVIATION TRNG SYSTEMS SQUADRON TRAVIS SHERRILL BLDG AS320, ROOM 101 NEW RIVER MCAS JACKSONVILLE NC 28545-1035 (928) 269-5627 FOB: Destination	N61340
0013	28-JAN-2020	1	NAWCTSD STEVE COLN 12211 SCIENCE DRIVE ORLANDO FL 32826-3224 (407) 380-8159 FOB: Destination	N61340

0014	17-JAN-2020	1	MARINE AVIATION TRNG SYSTEMS SQUADRON TRAVIS SHERRILL BLDG AS320, ROOM 101 NEW RIVER MCAS JACKSONVILLE NC 28545-1035 (928) 269-5627 FOB: Destination	N61340
0015	14-FEB-2020	1	NAWCTSD STEVE COLN 12211 SCIENCE DRIVE ORLANDO FL 32826-3224 (407) 380-8159 FOB: Destination	N61340
0016	11-FEB-2020	1	MARINE AVIATION TRNG SYSTEMS SQUADRON TRAVIS SHERRILL BLDG AS320, ROOM 101 NEW RIVER MCAS JACKSONVILLE NC 28545-1035 (928) 269-5627 FOB: Destination	N61340
0017	09-MAR-2020	1	NAWCTSD STEVE COLN 12211 SCIENCE DRIVE ORLANDO FL 32826-3224 (407) 380-8159 FOB: Destination	N61340
0018	08-NOV-2019	1	MARINE CORPS BASE HAWAII Kaneohe Bay JEFF ROBERTS MARINE AVIATION TRAINING SYSTEM SITE Kaneohe Bay, Building 4041 MCBH Kaneohe Bay HI 96863 8082570544 FOB: Destination	N00318
0019	06-DEC-2019	1	NAWCTSD STEVE COLN 12211 SCIENCE DRIVE ORLANDO FL 32826-3224 (407) 380-8159 FOB: Destination	N61340

0020	04-DEC-2019	1	MARINE CORPS BASE HAWAII Kaneohe Bay JEFF ROBERTS MARINE AVIATION TRAINING SYSTEM SITE Kaneohe Bay, Building 4041 MCBH Kaneohe Bay HI 96863 8082570544 FOB: Destination	N00318
0021	06-JAN-2020	1	NAWCTSD STEVE COLN 12211 SCIENCE DRIVE ORLANDO FL 32826-3224 (407) 380-8159 FOB: Destination	N61340
0022	30-MAR-2020	1	CNRFC COMS DALE ERICKSON MATSS MDL, BLDG. 3335, RM122 JB McGuire/DIX/Lakehurst NJ 08641- 5000 (609) 754-8258 FOB: Destination	N61340
0023	27-APR-2020	1	NAWCTSD STEVE COLN 12211 SCIENCE DRIVE ORLANDO FL 32826-3224 (407) 380-8159 FOB: Destination	N61340

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5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR)(FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit [A001, A002, A003, A004, A005, A006, A007, B001, B002] attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

1. Col. David C. Walsh USMC
david.walsh@navy.mil
H-1 Light Attack Helicopter
Program office – PMA 276

2. Mark Eagles
mark.eagles@navy.mil
H-1 IPT Lead – PMA 276

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses:

Block 14 Abbreviation	Contact Information	Mailing Address
NAWCTSD PJM	Email stephen.coln@navy.mil Phone (407) 380-8159	ATTN: Steve Coln 12211 Science Dr. Orlando, FL 32826
NAWCTSD SW ENGR	Email cattien.nguyen@navy.mil Phone (407) 380-4376	ATTN: Cattien Nguyen 12211 Science Dr. Orlando, FL 32826
NAWCTSD ENGR	Email barry.supersano@navy.mil Phone (407) 380-4260	ATTN: Barry Supersano 12211 Science Dr. Orlando, FL 32826
NAWCTSD ISEO-CP	Email david.do@navy.mil Phone (760) 763-4191	ATTN: David Do Camp Pendleton
NAWCTSD VE	Email Patrick.l.smith@navy.mil Phone (407) 380-4993	ATTN: Patrick Smith 12211 Science Dr. Orlando, FL 32826
NAWCTSD PCO	Email john.j.warren@navy.mil Phone (407) 380-4556	ATTN: Robert Orozco via John Warren (CS)

Section G - Contract Administration Data

5252.243-9504 CHANGES**5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Robert Orozco
NAWCTSD Orlando
12211 Science Drive
Orlando, FL 32826
(407) 380-4173
robert.orozco@navy.mil

ACCOUNTING AND APPROPRIATION DATA

AA: 1761506 U14B 310 00019 0 050120 2D 000000
COST CODE: A00004552008
AMOUNT: \$3,064,084.00

AB: 9760350 UBC7 310 00019 0 050120 2D 000000
COST CODE: A10004552008
AMOUNT: \$1,266,416.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	130071826000001	██████████
	0002	130071826000001	██████████
	0005	130071826000001	██████████
	0006	130071826000001	██████████
	0007	130071826000001	██████████
	0008	130071826000001	██████████
	0009	130071826000001	██████████
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	0017	130071826000001	██████████
	0018	130071826000001	██████████

	0019	130071826000001	
	0020	130071826000001	
	0021	130071826000001	
AB	0003	130071826000002	
	0004	130071826000002	
	0022	130071826000002	
	0023	130071826000002	

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252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions, as used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Combo

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

INSPECTION LOCATION (SEE SECTION F, "DELIVERY INFORMATION")

-ACCEPTANCE LOCATION (SEE SECTION E, "INSPECTION AND ACCEPTANCE TERMS")

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	See the PAYMENT WILL BE MADE BY Block on the face page of this document

Issue By DoDAAC	See the ISSUE BY Block on the face page of this document
Admin DoDAAC	See the ADMINISTERED BY Block on the face page of this document
Inspect By DoDAAC	See the SHIP TO, or SHIP TO/MARK FOR, Block on the face page of this document
Ship To Code	See the SHIP TO, or SHIP TO/MARK FOR, Block on the face page of this document
Ship From Code	N/A
Mark For Code	See the SHIP TO, or SHIP TO/MARK FOR, Block on the face page of this document
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N61340
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Accept By DoDAAC	See the ISSUE BY Block on the face page of this document

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Name (or Clause w/Name)	Email	Phone	Role
See 5252.201-9500 in Section G			Technical Point of Contact – Acceptor
Steve Coln	stephen.coln@navy.mil	(407) 380-8159	PJM - Acceptor
Contract Specialist	john.j.warren@navy.mil	(407) 380-4556	Contract Specialist – Issue by View Only

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. For Navy WAWF questions call DFAS Customer Care 1-800-756-4571 option 6

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

5252.201-9500 TECHNICAL POINT OF CONTACT (TPOC)(NAVAIR)(SEP 2012)

(a) The Technical Point of Contact (TPOC) for this contract is:

NAWCTSD

Barry P. Supersano, Code 4.6.8.6

12211 Science Dr.
Orlando, FL 32826-3224
Phone: (407) 380-4260
E-mail: barry.supersano@navy.mil

(b) This individual is not a Contracting Officer nor a Contracting Officer's Representative (COR)/Task Order COR (TOCOR) and has no authority to make changes, verbally or otherwise, to the existing contract or order. Further, no authority has been delegated to this individual by the Procuring Contracting Officer (PCO).

(c) The contractor may use this technical POC for technical questions related to the existing contract or order. Also, as a representative of the requiring activity, the TPOC may perform or assist in such areas as: base access forms, security related issues, IT access requirements, Contractor Performance Assessment Reporting System (CPARS), clarification of technical requirements, and statement of work inquiries.

(d) The contractor shall immediately notify the Procuring Contracting Officer in writing if the contractor interprets any action by the TPOC to be a change to the existing contract.

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

Section H - Special Contract Requirements

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5252.211- 9510 CONTRACTOR EMPLOYEES (NAVAIR)(MAY 2011)

(a) In all situations where contractor personnel status is not obvious, all contractor personnel are required to identify themselves to avoid creating an impression to the public, agency officials, or Congress that such contractor personnel are Government officials. This can occur during meeting attendance, through written (letter or email) correspondence or verbal discussions (in person or telephonic), when making presentations, or in other situations where their contractor status is not obvious to third parties. This list is not exhaustive. Therefore, the contractor employee(s) shall:

- (1) Not by word or deed give the impression or appearance of being a Government employee;
 - (2) Wear appropriate badges visible above the waist that identify them as contractor employees when in Government spaces, at a Government-sponsored event, or an event outside normal work spaces in support of the contract/order;
 - (3) Clearly identify themselves as contractor employees in telephone conversations and in all formal and informal written and electronic correspondence. Identification shall include the name of the company for whom they work;
 - (4) Identify themselves by name, their company name, if they are a subcontractor the name of the prime contractor their company is supporting, as well as the Government office they are supporting when participating in meetings, conferences, and other interactions in which all parties are not in daily contact with the individual contractor employee; and
 - (5) Be able to provide, when asked, the full number of the contract/order under which they are performing, and the name of the Contracting Officer's Representative.
- (b) If wearing a badge is a risk to safety and/or security, then an alternative means of identification may be utilized if endorsed by the Contracting Officer's Representative and approved by the Contracting Officer.
- (c) The Contracting Officer will make final determination of compliance with regulations with regard to proper identification of contractor employees.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-5	Material Requirements	AUG 2000
52.211-17	Delivery of Excess Quantities	SEP 1989
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	OCT 2016
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015

52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	NOV 2017
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7000	Acquisition Streamlining	OCT 2010
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7012	Preference For Certain Domestic Commodities	DEC 2016

252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7011	Payments in Support of Emergencies and Contingency Operations	MAY 2013
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.246-7000	Material Inspection And Receiving Report	MAR 2008

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52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database at <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub.L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

- (i) Government personnel and authorized users performing business on behalf of the Government; or
- (ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

- (i) Past performance reviews required by subpart 42.15;
- (ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub/ L 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within the timeframe(s) provided in the below table. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

Line Item	Option Exercise Period
0006-0011	For a period up to 6 months after initial contract award
0012-0017	For a period up to 8 months after initial contract award
0018-0021	For a period up to 10 months after initial contract award
0022-0023	For a period up to 12 months after initial contract award

52.232-16 PROGRESS PAYMENTS (APR 2012)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract of invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to the subcontractors or suppliers, except for--
 (A) completed work, including partial deliveries, to which the Contractor has acquired title; and
 (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidation's and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall

- (i) exclude the allocable costs of the property from the costs of contract performance, and
- (ii) repay to the Government any amount of unliquidated progress payments allocable to the property.

Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost. (see 45.101)

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

- (i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and
- (ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause,

- (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and
- (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

- (i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to --

- (i) The unliquidated remainder of financing payments made; plus
- (ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments --

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if --

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated

at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the [____ 30th ____] day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make a payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 60 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within ____ calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost- reimbursement or incentive contracts, or to combinations thereof.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/far/> or <http://farsite.hill.af.mil>.

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Concatenated unique item identifier" means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200(ECC200) specification found within International Standards Organization (ISO)/ International Electrotechnical Commission (IEC) 16022.

“Data qualifier” means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

“DoD item unique identification” means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

“Enterprise” means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

“Enterprise identifier” means a code that is uniquely assigned to an enterprise by an issuing agency.

“Government's unit acquisition cost” means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

“Issuing agency” means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

“Issuing agency code” means a code that designates the registration (or controlling) authority for the enterprise identifier.

“Item” means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

“Lot or batch number” means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

“Machine-readable” means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

“Parent item” means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

“Serial number within the enterprise identifier” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part, lot, or batch number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part, lot, or batch number” means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

“Type designation” means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

“Unique item identifier” means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or Exhibit Line Item Number Item Description

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or Exhibit Line Item Number Item Description

(If items as identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed repairables and DoD serially managed nonrepairables as specified in Attachment Number _____.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number _____.

(v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identified for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identified component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology - International symbology specification - Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original

part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) _____, Unique Item Identified Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR)(15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR)(22 CFR Parts 120-130). The term includes -- "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

"Items," defined in the FAR as "commodities", "software", and "technology," terms that are also defined in the FAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the FAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to --

- (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);
- (2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);
- (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);
- (4) The Export Administration Regulations (15 CFR Parts 730-774);
- (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
- (6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENT/EXHIBITS

Attachment	Document Type	Pages	Date
Attachment 1	Statement of Work	19	11-July-18
Attachment 2	Performance Specification	78	11-July-18
Attachment 3	GFI List	2	13-Dec-17
Attachment 4	Government Furnished Information (GFI)/Technical Documents (TD) Request and Non-Disclosure Agreement (NDA)	4	N/A
Attachment 5	Distribution Agreement for NAVAIR Portable Source Initiative (NPSI)	4	N/A
Attachment 6	DD Form 2345, Military Critical Technical Data Agreement	2	N/A
Attachment 7	DIT Form	1	N/A

Exhibits	Document Type	Pages	Date
A001	Software Product Package (SPP)	3	7-Sep-17
A002	Revisions to Existing Government Documents	3	7-Sep-17
A003	Scientific and Technical Reports	3	7-Sep-17
A004	Scientific and Technical Reports	3	7-Sep-17
A005	Revisions to Existing Government Documents	3	7-Sep-17
A006	Engineering Change Proposal	3	7-Sep-17
A007	Request for Variance (RFV)	3	7-Sep-17
B001	Contractors Progress Status and Management Report (CPSMR)	3	7-Sep-17
B002	Integrated Program Management Report (IPMR)	3	7-Sep-17